

**AGREEMENT TO ACCEPT PAYMENT IN LIEU
OF INSTALLING STREETLIGHTS AT KNIGHTHILL SUBDIVISION LOT 8**

This AGREEMENT TO ACCEPT PAYMENT IN LIEU OF INSTALLING STREETLIGHT AT KNIGHTHILL SUBDIVISION LOT 8 ("Agreement"), made this ____ of October, 2022 ("Effective Date") between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho, whose address is 33 East Broadway Avenue, Meridian, Idaho ("City"), and Knighthill LLC, whose address is 1676 N Clarendon Way, Eagle, Idaho 83616 ("Property Owner").

WHEREAS, Property Owner is the owner of Knighthill Subdivision, Parcel number R4995350110 located at 6349 N Linder Road in Meridian, Idaho, described as LOT 8 & POR LOT 9 BLK 1 KNIGHTHILL CENTER SUB NO 03 PARCEL A ROS 12986 #0100-C #0200-S ("Subdivision");

WHEREAS, Wylie has received from City, conditional approval of the certificate of occupancy for the Knighthill Subdivision Lot 8, Case No. C-SHELL-2021-0039; and,

WHEREAS, one of the Site-Specific Conditions of Approval of C-SHELL-2021-0039, is to install streetlights on all public roadways per the City of Meridian Improvement Standards for Street Lighting; and,

WHEREAS, the City has fulfilled this obligation, as a joint effort with the Idaho Transportation Department, for the street lighting along West Chinden Boulevard for this development ("Location").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, and in consideration of the mutual promises and covenants herein contained, and in consideration of the recitals above, which are incorporated herein, the Parties agree as follows:

I. COMMITMENTS BY PROPERTY OWNER.

- A. Payment.** By October 28, 2022, Property Owner shall pay to City eight thousand four hundred and sixty-five dollars and zero cents (\$8,465.00), for the installation of one (1) streetlight, already installed for this Location.
- B. Consent to entry.** Property Owner shall, and hereby does, provide to the City perpetual consent and access to enter the Subdivision for the purpose of inspecting or installing streetlights and related infrastructure. Except in the event of an imminent or realized threat to the public health, safety, or welfare, City shall provide Property Owner at least twenty-four (24) hours prior notice of such entry. Such notice may be verbal, written, or be posted at Location.

II. COMMITMENTS BY CITY.

- A. Installation.** City agrees to accept the amount set forth in this Agreement in lieu of requiring Property Owner to install the one (1) streetlight at Location.

- B. Payment of additional expense for installation.** Upon Property Owner's payment of the amount set forth herein, the requirement in C-SHELL-2021-0039 to install streetlight at Location shall be considered satisfied. City shall be responsible for any additional cost of installation of streetlights beyond the amount paid by Property Owner under this Agreement.

III. GENERAL PROVISIONS.

- A. Default.** Any failure to perform the terms and conditions of this Agreement, or any portion thereof, shall be a default hereunder.
- B. Notices.** Any notice desired by the Parties or required by this Agreement shall be deemed delivered after deposit in the United States Mail, postage prepaid, addressed as follows:
- | | |
|-----------------------|-----------------------|
| If to City: | If to Property Owner: |
| City of Meridian | Knighthill, LLC |
| City Clerk | 1676 N Clarendon Way |
| 33 E. Broadway Ave. | Eagle, ID 83616 |
| Meridian, Idaho 83642 | |

Either Party may change its address for the purpose of this section by delivering to the other Party written notification of such change, establishing a new address for noticing purposes, in accordance with the requirements of this section.

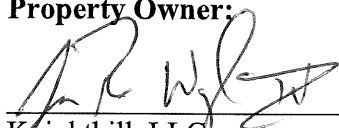
- C. Time is of the essence.** The Parties acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach and default hereunder by the Party so failing to perform.
- D. Severability.** If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any other provision or provisions contained herein.
- E. Attorney fees.** Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney fees as determined by such court. This provision shall be deemed to be a separate contract between the Parties and shall survive, *inter alia*, any default, termination, or forfeiture of this Agreement.
- F. Final Agreement.** This Agreement sets forth all promises, inducements, agreements, conditions, and understandings between City and Property Owner relative to the subject matter hereof, and there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between City and Property Owner, other than as are stated herein. Except as otherwise specifically provided herein, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the Parties unless set forth in writing and duly executed by both Parties or their successors in interest.
- G. Non-waiver.** Failure of either Party to promptly enforce the strict performance of any term of this Agreement shall not constitute a waiver or relinquishment of any Party's right to thereafter enforce such term, and any right or remedy hereunder may be asserted at any time

after either party becomes entitled to the benefit thereof, notwithstanding delay in enforcement. All rights and remedies herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.

- H. Compliance with laws.** Throughout the course of this Agreement, the Parties shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, and the ordinances of the City of Meridian. The City's ordinances appertaining to streetlight installation and maintenance, and any prospective amendments to and/or recodifications thereof, are specifically and without limitation incorporated into this Agreement as if set forth fully herein.
- I. Advice of attorney.** Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorney or the opportunity to seek such advice.
- J. Warranty of authority.** Each party to this Agreement represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized by all necessary action of such party and is a valid and binding obligation upon the persons or entity signing this Agreement.
- K. Approval Required:** This Agreement shall not become effective or binding until approved by the City Council of the City of Meridian.

IN WITNESS WHEREOF, the parties shall cause this Agreement to be executed by their duly authorized officers the Effective Date first above written.

Property Owner:



Knighthill, LLC
James R Wylie IV, Manager

CITY OF MERIDIAN:

Robert E. Simison
Mayor

Attest: _____
Chris Johnson
City Clerk